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HELM-PACIFIC LEASING
JOINT VENTURE

One Embarcadero Center • San Francisco, CA 94111

415/388-4510

June 8, 1992

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, DC 20423

17710-A
JUN 9 1992 - 1 50 PM
INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

On behalf of Helm Financial Corporation, I submit for filing and recording, under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, three (3) executed counterparts of a document entitled Amendment 1 (the "Amendment") to the Lease of Railroad Equipment dated as of November 7, 1992 between Helm-Pacific Leasing and Tennsv, Inc., which should be included as part of the filing recorded on February 24, 1992, 9:40 AM, Recordation No. 17710.

In connection with the recording of the Amendment, please note the following information:

Names and Addresses of Executing Parties:

Helm-Pacific Leasing ("Lessor")
One Embarcadero Center, Suite 3500
San Francisco, CA 94111

Tennsv, Inc. ("Lessee")
609 Aberdeen Road
Edmond, Oklahoma 73034

Equipment: Forty-six (46) 60 foot, 100 ton boxcars bearing the reporting marks and numbers TSVX 189, 300-344.

Please file the Amendment under the next available recordation number.

Sincerely,

Sharon L. Van Fossan
Sharon L. Van Fossan
Contract Administrator

svf
Enclosures

JUN 9 1 45 PM '92
MOTOR OPERATING UNIT

Donna Lill
Sharon L. Van Fossan

Interstate Commerce Commission
Washington, D.C. 20423

6/9/92

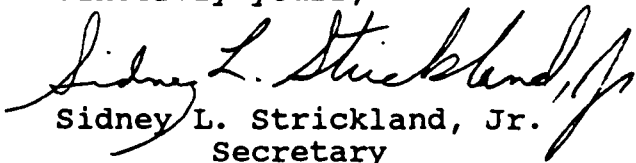
OFFICE OF THE SECRETARY

Sharon L. Van Fossan
Contract Administrator
Helm Pacific Leasing
One Embarcadero Center
San Francisco, California 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/9/92 at 1:50pm , and assigned recordation number(s). 17710-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17712-A
REGISTRATION NO. 17712-123

JUN 9 1992 - 1 50 PM

AMENDMENT 1
TO
LEASE OF RAILROAD EQUIPMENT
DATED NOVEMBER 7, 1991

INTERSTATE COMMERCE COMMISSION

TENNSV, INC. ("Lessee") and HELM-PACIFIC LEASING ("Lessor"), have heretofore entered into a Lease of Railroad Equipment ("Lease") dated November 7, 1991 covering twenty-seven (27), 60 foot, 100 ton boxcars ("Existing Cars").

WHEREAS, Lessor and Lessee desire to add forty-six (46), 60 foot, 100 ton boxcars to the Lease;

WHEREAS, Lessor and Lessee desire to change the rental for the Existing Cars bearing the reporting marks and numbers TSVX 173-186;

NOW THEREFORE, the parties wish to amend the Lease to reflect the following changes:

Paragraph 2 on page 1 of the Lease shall be deleted in its entirety and replaced by the following:

"WHEREAS, the Lessor hereby represents that it has the right to lease seventy-three (73), 60 foot, 100 ton boxcars more fully described in Annex A.1. hereto (hereinafter called the "Units");"

Annex A to the Lease shall be replaced by Annex A.1. attached hereto and wherever Annex A appears in the Lease it shall be Annex A.1.

Section 4 of the Lease shall be deleted in its entirety and replaced by the following:

"Term of Lease. There shall be an interim term under this Lease with respect to each Unit ("**Interim Term**") which shall commence on the date of delivery of each Unit as provided in Section 2 hereof and shall continue until the first day of the month following the delivery of the last Unit ("**the Effective Date**") at which time the fixed term ("**Fixed Term**") of this Lease with respect to each Unit shall automatically commence and shall continue in full force and effect for (5) years after the average date of delivery for the Units and the sixty (60) boxcars bearing the reporting marks and numbers TSVX 100-159 subject to the Lease of

Railroad Equipment dated as of November 21, 1990, as amended, between Lessee and Lessor. (The Interim Term and the Fixed Term shall herein collectively be referred to as the **"Term of this Lease."**)

The first sentence of Section 5 of the Lease shall be deleted in its entirety and replaced by the following:

"Lessee shall pay to Lessor as rental for the Units an amount of _____ per Unit per month (**"Rent"**) from the date of delivery and continuing throughout the Term of this Lease, subject to the Adjustment of Rent as defined in Section 10 hereof."

All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and the Lessee, each pursuant to due authority, have caused these presents to be signed in their respective names.

HELM PACIFIC LEASING

By: _____

President
Helm Pacific Corporation
its Joint Venturer

TENNSV, INC.

By: _____

Title: _____

By: _____

Title: _____

President
Union Pacific Venture
Leasing Corporation
its Joint Venturer

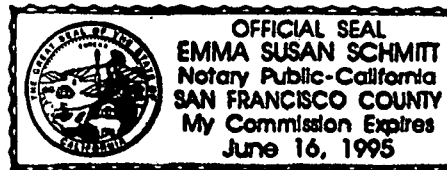
STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On this 18th day of May, 1992, before me personally appeared Richard C. Kerchner, to me personally known, who, being by me duly sworn, says that he is President of **HELM PACIFIC CORPORATION**, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation as a joint venture partner of Helm-Pacific Leasing.

Emma Susan Schmitt
Notary Public

My Commission Expires: June 16, 1995

[Notarial Seal]

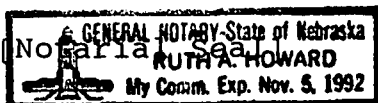


STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 12 day of May, 1992, before me personally appeared W. Chandler Lewis, to me personally known, who being by me duly sworn says that he is a President of **UNION PACIFIC VENTURE LEASING CORPORATION**, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation as a joint venture partner of Helm-Pacific Leasing.

Ruth A. Howard
Notary Public

My Commission Expires: 11 / 5 / 92



STATE OF OKLAHOMA)
) S
COUNTY OF OKLAHOMA)

On this 30 day of April, 1992, before me personally appeared John O. Pitts, to me personally known, who being by me duly sworn says that he is President of **TENNSV, INC.**, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Martha Wissler
Notary Public

My Commission Expires: 1-11-96

[Notarial Seal]

ANNEX A.1.

to

Lease of Railroad Equipment

Dated as of November 7, 1992

<u>Equipment Description</u>	<u>Number of Units</u>	<u>Equipment Numbers</u>
60 foot, 100 ton box-cars with inside height at least 10'9"	73	TSVX 160-186 TSVX 189 TSVX 300-344